

MICHAEL A. JACOBS (CA SBN 111664)
mjacobs@mofo.com
ARTURO J. GONZÁLEZ (CA SBN 121490)
agonzalez@mofo.com
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, California 94105-2482
Tel: 415.268.7000 / Fax: 415.268.7522

KAREN L. DUNN (*Pro Hac Vice*)
kdunn@bsflp.com
HAMISH P. M. HUME (*Pro Hac Vice*)
hhume@bsflp.com
BOIES SCHILLER FLEXNER LLP
1401 New York Avenue, N.W.
Washington, D.C. 20005
Tel: 202.237.2727 / Fax: 202.237.6131

WILLIAM C. CARMODY (*Pro Hac Vice*)
bcarmody@susmangodfrey.com
SHAWN J. RABIN (*Pro Hac Vice*)
srabin@susmangodfrey.com
SUSMAN GODFREY LLP
1301 Avenue of the Americas, 32nd Floor
New York, New York 10019
Tel: 212.336.8330 / Fax: 212.336.8340

Attorneys for Defendants
UBER TECHNOLOGIES, INC.
and OTTOMOTTO LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WAYMO LLC,

Plaintiff,

vs.

UBER TECHNOLOGIES, INC. and
OTTOMOTTO LLC,

Defendants.

CASE NO. 3:17-cv-00939-WHA

**DECLARATION OF MEREDITH R.
DEARBORN PURSUANT TO CIVIL
LOCAL RULE 6-2(a)**

1 I, MEREDITH R. DEARBORN, declare as follows:

2 1. I am a partner with the law firm Boies Schiller Flexner LLP, representing
3 Defendants Uber Technologies, Inc. and Ottomotto LLC in this matter. I am a member in good
4 standing of the Bar of the State of California.

5 2. I make this declaration in support of the parties' fourth joint application to extend
6 the deadline to return or destroy evidence imposed by Paragraph 15 of the Interim Model Protective
7 Order.

8 3. On March 16, 2017, the Honorable William Alsup ordered that the parties be bound
9 by the Court's Interim Model Protective Order (the "Protective Order"), a true and correct copy of
10 which is attached as Exhibit A. *See Waymo LLC v. Uber Technologies, Inc., et al.*, 17-cv-00939-
11 WHA, Doc. 63 at 6:22–24.

12 4. Paragraph 15 of the Protective Order provides that, "[w]ithin 60 days after the final
13 disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected
14 Material to the Producing Party or destroy such material." Protective Order ¶ 15. The Protective
15 Order further requires each Receiving Party to certify in writing by the 60-day deadline (1) that all
16 of the material subject to the Protective Order was returned or destroyed, and (2) that it has not
17 retained copies, abstracts, compilations, or summaries of material subject to the Protective Order.
18 *Id.*

19 5. The parties settled this lawsuit, and a final disposition was entered on February 9,
20 2018. *See Waymo v. Uber*, Doc. No. 2650. Each Receiving Party, as defined by Paragraph 2.17 of
21 the Protective Order, has sixty days from that final disposition, until April 10, 2018, to comply with
22 the requirements of Paragraph 15.

23 6. On April 6, 2018, the parties filed a stipulation and proposed order extending the
24 deadline to comply with Paragraph 15 until June 11, 2018, citing the pendency of related matters
25 that impose document preservation obligations on the parties that conflict with Paragraph 15's
26 requirements. The parties further indicated that they "might hereafter request additional time if
27 those obligations have not been satisfied."
28

7. The Court approved the stipulation and entered the proposed order on April 9, 2018. A true and correct copy of the April 9 Order is attached as Exhibit B.

8. On June 7, 2018, the parties filed a second stipulation and proposed order extending the deadline to comply with Paragraph 15 for another 120 days, until October 9, 2018. The Court approved the stipulation and entered the proposed order on June 11, 2018. A true and correct copy of the June 11 Order is attached as Exhibit C.

9. On October 9, 2018, the parties filed a third stipulation and proposed order extending the deadline to comply with Paragraph 15 for another 120 days, until February 6, 2019. The Court approved the stipulation and entered the proposed order on October 9, 2018. A true and correct copy of the October 9 Order is attached as Exhibit D.

10. Related matters that impose document preservation obligations on the parties that conflict with Paragraph 15's requirements are still pending. The parties continue to anticipate that they may request additional time if those obligations have not been satisfied.

11. The parties stipulate and agree to another one-hundred-and-twenty-day extension of the deadline imposed under Paragraph 15 of the Protective Order.

12. This is the parties' fourth request for an extension of the time limits imposed by the Protective Order.

13. The requested extension will affect no other deadlines in this case.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on this 4th day of February, 2019, in Oakland, California.

/s/ Meredith R. Dearborn
Meredith R. Dearborn